

Exhibit II

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)  
AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR)  
FLEXIBLE WORKPLACE AGREEMENT  
**(Civil Service Employees)**

The following constitutes an agreement between:

CDC/ATSDR and (Employee) \_\_\_\_\_ of the terms and conditions  
of a Flexible Workplace Arrangement.

1. Employee volunteers to participate in a flexible workplace arrangement and to adhere to the applicable guidelines and policies. CDC/ATSDR concurs with employee participation and agrees to the applicable guidelines and policies.
2. Employee agrees to participate beginning \_\_\_\_\_ and ending \_\_\_\_\_.
3. Employee's official tour of duty will be: \_\_\_\_\_ to \_\_\_\_\_ (including a \_\_\_\_\_ hour non-paid lunch period) on \_\_\_\_\_ (e.g., 8:00 a.m. to 4:30 p.m. on Monday through Friday).

Employee's flexible workplace tour of duty will be: \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_  
\_\_\_\_\_. During these hours, employee will be available by telephone, fax, E-mail, etc.

4. Employee's official duty station is: \_\_\_\_\_. The alternate duty station (the location in which the employee is designated to work while not at the official duty station) is: \_\_\_\_\_.  
Describe the designated work area in detail within the alternate duty station (including the space to be used such as home office, den, dining table, etc.; available equipment such as pc, modem, fax, etc.; and security-related equipment such as locked file cabinet and smoke detectors): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

All pay, leave, and travel entitlements will be based on the employee's official duty station.

5. Employee's timekeeper will have a copy of the employee's flexible workplace schedule. The employee's time and attendance will be recorded as performing official duties at the official duty station. The employee will certify each pay period the hours worked and will provide a leave slip, as appropriate, for any hours not worked under the agreement during a pay period. (Certification can be accomplished by E-mail or other approved methods, i.e., sign-in/out sheets, etc.).
6. Employee must obtain supervisory approval before taking leave in accordance with procedures established by the supervisor. By signing this agreement, the employee agrees to follow established procedures for requesting and obtaining approval of leave.
7. Employee will continue to work in pay status while working at his/her approved alternate duty station. If the employee works overtime that has been ordered and approved in advance, he/she will be compensated in accordance with applicable laws and regulations. The employee understands that the supervisor will not accept the results of unapproved overtime work and will act vigorously to discourage it. By signing this agreement, the employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from the Flexible Workplace Arrangements Program and other action as appropriate.
8. If the employee is provided Government equipment, the employee will borrow and protect the Government equipment in accordance with the procedures established in FIRMR Bulletin 30, October 15, 1985. Government-owned equipment will be serviced and maintained by the Government. If the employee provides his/her own equipment, he/she is responsible for servicing and maintaining it.
9. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit periodic home inspections by the Government of the employee's home work site at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and alternate duty station conformance with safety standards and other specifications in these guidelines.
10. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Civilian Employees Claims Act.
11. The Government will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence if the residence is approved as the alternate duty station. By participating in this program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.
12. Employee is covered under the Federal Employee's Compensation Act if injured in the

course of actually performing official duties at the official duty station or the alternate duty station.

13. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate. Normally, this meeting should occur on the day the employee is scheduled to report to the official duty station.
14. Employee will complete all assigned work according to work procedures discussed between the employee and the supervisor and according to guidelines and standards stated in the employee's performance plan.
15. Employee's job performance will be appraised in accordance with his/her performance plan.
16. Employee's most recent performance rating of record must be at least fully successful before participation in a flexible workplace arrangement may be approved.
17. Employee's current performance plan will contain performance standards covering work completed at the official duty station as well as work completed at the employee's residence or telecommuting center (alternate duty station).
18. Employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, Title 5 U.S.C.
19. Employee may terminate participation in this program at any time. Management may remove the employee from the program for such reasons as (but not limited to): the employee's performance declines, the arrangement fails to benefit organizational needs, the employee performs unapproved overtime work, etc.
20. Employee agrees to limit the performance of his/her officially assigned duties to his/her official duty station or to agency-approved alternate duty stations or other temporary location(s) as approved in advance by the supervisor. Failure to comply with this provision may result in loss of pay, termination of the flexible workplace arrangement, and/or other disciplinary action.
21. Employee agrees to use scheduled duty time for officially assigned duties rather than for care of children, other dependents, ill family members, or for other unauthorized responsibilities. Failure to comply with this provision may result in loss of pay, termination of the flexible workplace arrangement, and/or other disciplinary action.
22. Employee is responsible for ensuring the safety and adequacy of the home workplace, if approved as the alternate duty station, and for ensuring that applicable building and safety codes are met. This includes but is not limited to: assuring that the home's electrical system is adequate for the use of Government equipment, safeguarding Government equipment from children and pets, and providing smoke detectors if required by the applicable building code. (Employees are encouraged to provide smoke detectors even if not required by the

building code.)

23. All Government-provided equipment is for official government business only. Employees are prohibited from using such equipment for private purposes.
24. The Standards of Conduct continue to apply to employees at their alternate duty station.
25. At specified intervals (agreement expiration/renewal date), the supervisor and the employee will conduct an evaluation that summarizes the flexible workplace impact on the official duty station, the employee, the supervisor, and other organizational elements.

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Employee	Date
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Immediate Supervisor	Date
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Designated Approving Official	Date
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HRMO Flexible Workplace Coordinator	Date Reviewed
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